RELEASE OF LIABILITY

In exchange for participation in the activity of Great Plains get up and get started, organized by Great Plains Health and North Platte Recreation Center (“Great Plains Health and North Platte Recreation Center”), of North Platte, Nebraska, 69103 and/or use of the property, facilities and services of Great Plains Health and North Platte Recreation Center, I agree for myself and (if applicable) for my spouse, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Great Plains Health and North Platte Recreation Center, or the employees, representatives or agents of Great Plains Health and North Platte Recreation Center.

2. I recognize that there are certain inherent risks associated with the above described activity, and I assume full responsibility for personal injury to myself and (if applicable) my spouse, and further release and discharge Great Plains Health and North Platte Recreation Center for injury, loss or damage arising out of my (or my spouse’s) use of, or presence upon, the facilities of Great Plains Health and North Platte Recreation Center, whether caused by the fault of myself, my spouse, Great Plains Health and North Platte Recreation Center or other third parties.

3. I agree to indemnify and defend Great Plains Health and North Platte Recreation Center against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my spouse use of or presence upon the facilities of Great Plains Health and North Platte Recreation Center.

4. I agree to pay for all damages to the facilities of Great Plains Health and North Platte Recreation Center caused by my or my spouse's negligent, reckless, or willful actions.

5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Nebraska law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated:______________________________________

Signature:___________________________________